

THE USE OF CONTINGENCY CONTRACTING IN A DEPLOYED ENVIRONMENT  
AT THE TACTICAL LEVEL

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General Studies

by

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The opinions and conclusions expressed herein are those of the student author and do not necessarily represent the views of the U.S. Army and Command and General Staff College or any other governmental agency. (References to this study should include the foregoing statement.)

## ABSTRACT

THE USE OF CONTINGENCY CONTRACTING IN A DEPLOYED ENVIRONMENT AT THE TACTICAL LEVEL, by MAJ Boyd Jason Tomasetti, 69 pages.

This thesis studied the use of contingency contracting, specifically the use of theater support contractors at the tactical level in a deployed environment and how this capability can be better used to provide logistical support for the tactical commander. It focused on current operations in Iraq and Afghanistan and units experiences with contracted support from local vendors. This thesis showed ways in which units could better prepare to conduct contracting operations as well as lessons learned from past deployments. It also recommended programs and control measures units could use as well as what staff sections to include when developing a contracting program. In the end, it theorized as to how contracting operations could be used as part of counterinsurgency operations.

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## ACRONYMS

AIF	Anti-Iraqi Forces
AFSB	Army Field Support Brigade
BCT	Brigade Combat Team
BSB	Brigade Support Battalion
CCSP	Contingency Contracting Support Plan
COR	Contracting Officer's Representative
CS	Combat Support
CSS	Combat Service support
DMMC	Division Materiel Management Center
DPBO	Division Property Book Office
FOBCA	Forward Operating Base Coordinating Agency
FOO	Field Ordering Officer
HQDA	Headquarters Department of the Army
IMPAC	International Merchant Purchase Authority Card
JCCC	Joint Contingency Contracting Command
JP	Joint Publication
LOGCAP	Logistics Civil Augmentation Program
MTOE	Modified Table of Organization and Equipment
MWR	Moral, Welfare, and Recreation
PA	Pay Agent
SOP	Standing Operating Procedures
SOW	Statement of Work

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## CHAPTER 1

### INTRODUCTION

DoD components working with contractors performing essential services shall develop and implement plans and procedures which are intended to provide reasonable assurance of the continuation of essential services during crisis situations using contractor employees or other resources as necessary. (1990, 2)

DODI 3020.37

The military's use of contractors is nothing new. As far back as the Revolutionary War, contractors have accompanied the military providing goods and services during times of armed conflict (Shrader 1999, 1). As the military downsizes the active and reserve force and the operational tempo increases, the military turns to contracting operations to make up for shortfalls in the areas of Combat Service and Combat Service Support. The purpose of this thesis was to examine the capabilities of contingency contracting in today's deployed military environment and how the tactical commander can leverage those capabilities in full spectrum operations.

The military finds itself deployed across the world in various roles, from Stability and Support Operations (SASO) in Afghanistan and a mixture of high intensity conflict (HIC) with SASO in Iraq, to peacekeeping operations in Kosovo, to disaster relief in the United States. Throughout these operating environments, contractors are found along side soldiers, airmen, sailors, and marines providing support. Today's armed forces expects to see contractors, such as Brown and Root in their base camps cooking meals, doing laundry, and performing construction to improve the quality of life for the soldiers. At the same time, other contractors are providing their technical expertise required to help fix an

AH-64 Apache helicopter. Finally, there are the local nationals providing general supplies that units need for everyday operation that would normally be either or both flown and trucked in from thousands of miles away. On today's battlefield, contractors are everywhere and this will continue regardless of where that battlefield might be.

This paper addressed the following questions.

Primary Research Question:

How can tactical commanders use contingency contracting as a combat multiplier during full spectrum operations?

Secondary questions:

1. What are the different types of contracting operations available to the tactical commander?
2. Who are the players in contingency contracting operations and what do they add to the process?
3. What control measures are needed to set up an effective contingency contracting program?
4. What can units do to better prepare themselves for contingency contracting operations in a deployed environment?
5. What are some of the lessons learned at the tactical level in dealing with Contingency Contracting Operations?
6. What other options are available for procuring supplies and services from local nationals?

7. What changes is the Army making with modularity to provide contingency contracting capabilities at the tactical level?

8. Can contingency contracting operations be used in nation building?

### Assumptions

In completing the research for this paper, the following assumptions were made. It was reasonably assumed that the military would continue to use contractors on the battlefield in order to augment and/or supplement the force. This was a continued practice by the military over the years and will not change. The military would not increase the force size or reduce the operational tempo in order to bring to an end the use of civilians on the battlefield as contractors. The military would use contractors to perform Combat Service/Combat Service Support (CS/CSS) functions and will not use them to replace, augment, or supplement combat arms personnel in actual combat missions. Deployed units would always use contingency contracting operations to take advantage of host nation capabilities for support.

### Definition of Terms

The following terms were used throughout the paper and are listed to provide a frame of reference and understanding of key terms with regards to contracting operations. These terms were taken from the most recent editions of military publications FM 4-0, FM 3-100.21, and FM 100-10-2.

Contingency Contracting: Contingency contracting is the process by which essential supplies and services needed to sustain deployed forces are obtained on behalf of the US Government. It includes emergency contracting in the continental United States

(CONUS) or outside the continental United States (OCONUS) for those actions necessary to support mobilizing and deploying units. This thesis addresses contingency contracting, commonly associated with Army contracting personnel procuring goods and services in support of deployed Army forces to supplement organic combat service support (CSS) capabilities (FM 100-10-2 1999, 1-2).

Contract: A contract is a legally enforceable agreement between two or more parties for the exchange of goods or services; it is the vehicle through which the military details the tasks that it wants a contractor to accomplish and what will be provided to the contractor in return for the goods or services (FM 3-100.21 2003, 1-2).

Contracting: Contracting is purchasing, renting, leasing, or otherwise obtaining required goods and services from commercial sources. Contracting functions include preparing descriptions of required supplies and services, selection and soliciting sources, preparing and awarding contracts, and all aspects of contract administration. It does not include making grants or cooperative agreements (FM 100-10-2 1999, 1-3).

Contracting Officer: The contracting officer is an official with the legal authority to enter into, administer, and/or terminate contracts. A contracting officer is appointed in writing through a warrant (SF 1402) by a Head of Contracting Activity (HCA) or a Principal Assistant Responsible for Contracting (PARC). Only duly warranted contracting officers, appointed in writing, or their designated representatives are authorized to obligate the US Government (FM 100-10-2 1999, 1-3).

Contracting Officer's Representative: A contracting officer's representative (COR) is an individual appointed in writing by a contracting officer to act as the eyes and

ears of the contracting officer. This individual is not normally a member of the contracting organization, but most often comes from the requesting unit or activity. The contracting officer assigns the COR specific responsibilities, with limitations of authority, in writing. The COR represents the contracting officer only to the extent documented in the written appointment (FM 100-10-2 1999, 1-3).

Contractor: Contractors are persons or businesses, to include authorized subcontractors, that provide products or services for monetary compensation. A contractor furnishes supplies, services, or performs work at a certain price or rate based on the terms of a contract. In a military operation, a contractor may be used to provide life support, construction/engineering support, weapon systems support, and other technical services (FM 3-100.21 2003, 1-2).

Head of Contracting Activity (HCA): The HCA is a general officer, usually the senior commander in the theater, or a deputy designated by that commander, who provides overall guidance throughout the contingency. The HCA serves as the approving authority for contracting as stipulated in regulatory contracting guidance. The HCA appoints the PARC. All Army contracting authority in a theater flows from the HCA to the PARC (FM 100-10-2 1999, 1-3).

External Theater Support Contractors: External support contractors provide for deployed forces support, separate and distinct from either theater support or system contractors. They may be associated with prearranged contracts or contracts awarded during the contingency. Contracting officers who award and administer external support contracts retain distinct contracting authority to organizations other than the theater

PARC. For example, the LOGCAP (Logistics Civil Augmentation Program) program office administers its prearranged umbrella contract, commonly referred to as LOGCAP, and United States Transportation Command (USTRANSCOM) provides the Civil Reserve Air Fleet (CRAF) and commercial sealift supporting the theater (FM 4-0 2003, 5-23).

Principal Assistant Responsible for Contracting: The PARC, a special staff officer, is the Army Service Component Commander's (ASCC) or mission commander's senior Army acquisition advisor responsible for planning and managing all Army contracting functions within the theater. All Army contracting authority in a theater flows from the HCA to the Army's PARC. All Army contracting personnel within the theater, except those assigned to the US Army Corps of Engineers (USACE) and the USAMC, operate under the procurement authority of the PARC (FM 100-10-2 1999, 1-4).

Statement of Work (SOW): A SOW defines the government's requirements in clear, concise language identifying specific work to be accomplished and incorporated into the contract. The SOW is the contractor's mission statement. Statements of work, prepared by the requiring unit or activity, must be individually tailored to consider the period of performance, deliverable items, if any, and the desired degree of performance flexibility. The work to be performed is described in terms of "what" is the required output rather than either "how" the work is accomplished or the number of hours provided. It also must be understood that any requirements beyond the SOW may expose the government to claims and increased costs (FM 3-100.21 2003, 1-5).

Systems Contractors: System contractors support deployed forces under prearranged contracts awarded by program executive officers (PEOs), program managers (PMs), and the USAMC to provide specific support to materiel systems throughout their life cycles, during both peacetime and contingency operations. These systems include, but are not limited to, vehicles, weapon systems, aircraft, and information systems infrastructure and equipment (FM 4-0 2003, 5-23).

Theater Support Contractors: Theater support contractors support deployed operational forces under prearranged contracts, or contracts awarded from the AO, by contracting officers serving under the direct contracting authority of the theater principal assistant responsible for contracting (PARC). Theater support contractors provide goods, services, and minor construction, usually from the local vendor base, to meet the immediate needs of operational commanders (FM 4-0 2003, 5-23)

Unauthorized Commitment: An unauthorized commitment (UAC) occurs when there is a purchase agreement that is not binding solely because the government representative (a soldier or Department of the Army civilian [DAC]) who made it lacked the authority to enter into that agreement on behalf of the government. Only a warranted contracting officer is authorized to enter into such agreements (FM 3-100.21 2003, 1-6).

### Limitations

The limitations referred to the relevance of the research and the ability to gather the sufficient data required. The focus of the paper was on contingency contracting operations at the tactical level (division and below); however, much of the literature reviewed looked at contingency contracting at the joint and strategic level. There was

very little research available at the tactical level. Additionally, due to the geographic displacement of military personnel, many of the individuals were contacted by e-mail for their feedback and not in person.

### Scope and Delimitations

The focus of this paper was on contingency contracting operations and the use of theater support-host nation contractors at the tactical level. This thesis focused contracting operations primarily conducted by Army units, although Air Force contracting officers were involved. Additionally this looked at the most recent use of contracting operations conducted in Operation Iraqi Freedom. It did not address in depth contingency contracting at the joint level, nor did it discuss system support such as that provided by Lockheed Martin or external contracting capabilities such as that provided by Kellogg Brown and Root. It did not discuss the use of the Logistics Civil Augmentation Program (LOGCAP).

### Significance of Study

The results of this thesis were intended for use by personnel preparing to deploy for operations in Iraq or any future contingency operations. It provided key information about the process of contingency contracting operations, those individuals involved in the process, and important lessons learned from past deployments. Additionally it looked at not only the logistian as a division or brigade logistics officer, but at the various division staff offices that provided expertise into the process (legal, construction, etc). Ultimately, brigade and division staff officers, having read this thesis, are better prepared

to conduct and implement contingency contracting operations in a deployed environment  
to provide support for their soldiers and their unit.

## CHAPTER 2

### LITERATURE REVIEW

There are numerous articles pertaining to contingency contracting and contractors on the battlefield, many of which have come after Operation Desert Shield and Desert Storm. Most recently, authors have focused at the joint/strategic level with an emphasis on the planning of contracting operations. The military has addressed contracting in the new logistical publications and the Army is looking at ways to restructure their contracting corps in order to better support the commander on the battlefield.

This literature review divided the available data into three categories; official military publications; current/proposed changes to the Army's contracting structure and recent articles providing viewpoints and opinions on the military's contracting operations. These three categories provided the basic knowledge and background relating to contracting, specifically what changes the military had made in doctrine, what changes the Army has made in staffing, and finally what opinions are prevalent in the military today.

The military recently changed the documents concerning the doctrine for logistics at both the joint and Army level. The publication of Joint Publication (JP) 4-0, *Doctrine for Logistic Support of Joint Operations* (6 April 2000), was intended to provide a common understanding of logistics across the services. This publication devoted an entire chapter to contracting operations in a deployed environment. JP 4-0 broke down contracting support into three categories; systems support contractors, external theater support contractors, and theater support contractors. The rest of the chapter focuses

primarily on systems support and external theater support contractors concerning the deployment planning and integration of the contractors into the unit operations. It discussed the legal aspects of contractors and the responsibilities units had in providing for the contractors, but this covered all three types of contractors; it did not discuss in depth contingency contracting operations involved with theater support contractors.

While JP 4-0 dedicates a chapter to contracting, the Army's Field Manual (FM) 4-0, *Combat Service Support* (August 2003), only briefly touched on the subject. In the Army's base document for logistical doctrine, FM 4-0, contracting was discussed as a capability that logisticians must understand when providing support. It maintained the three categories of contractors as outlined in JP 4-0 and discussed functions of contracting as well as basic issues that commanders and planners must address when integrating contractors in support plan. The Army then expanded the discussion in the integration of contracting operations in a theater of operations with the publication of two additional documents, FMs 3-100.21 and 100-10-2.

FM 3-100.21, *Contractors on the Battlefield* (January 2003), was the more recent publication of the two. It provided key terms and definitions so a person not familiar with contracting had a basis of knowledge in terms and definitions to understand better contracting operations. It also described the military's contracting structure along with the roles and responsibilities of commanders and staffs at the various joint and Army levels. It discussed more in depth the planning considerations staffs must apply for the integration of contracting operations in the support plan. Where the FM goes more into depth about contracting, it still focused on those contractors that deploy and live with

military units while providing support; specifically systems support contractors and external theater support contractors. It did touch on the theater support contracting operations, but did not go into the same amount of depth as it did with the other two categories of contractors.

FM 100-10-2, *Contracting Support on the Battlefield*, (4 August 1999), is similar to FM 3-100.21 in that it provided a variety of definitions so the reader had a basic knowledge of terms dealing with contracting as well as the structure of contracting support in a deployed environment. It also discussed the contracting structure from the joint level to the theater of operations. What FM 100-10-2 discussed that FM 3-100.21 did not was the deployment of military contracting personnel to establish contracting operations in a deployed, tactical environment. FM 100-10-2 discussed contingency contracting and the use of contracting support to provide, augment, or fill gaps in logistical support for the deployed units. It also discussed the acquisition process and the participants, not only from the contingency contracting office, but from the supported and supporting units and staff as well. FM 100-10-2 provided a good background into contracting operations, not only for military contracting personnel, but also for those units who need to plan and integrate contracting operations for additional logistical support.

With the military updating their doctrine to address contracting operations, the Army proposed changes to the structure and employment of contracting support. Most recently, the Army has changed to a more modular force structure with the emphasis on the Brigade Combat Team (BCT). The initial restructuring included an organic logistical

support battalion, called a Brigade Support Battalion (BSB) that was tailored to the structure and mission of that brigade. Within the BSB there were two contracting officers who provided contingency contracting support for the entire brigade.

The most recent change removed the two contracting officers from the BSB and established an Army Field Service Brigade (AFSB) that included a contingency contracting battalion. The plan was to provide contracting teams to support the brigade combat team in the tactical environment. These teams would work for the contingency contracting battalion that had the ability to provide additional contracting teams if the situation warranted. The goal was to provide additional flexibility for contracting operations and the command and control of the contracting officers under one command.

Recently, the Naval Post Graduate School published an MBA professional report entitled “Joint Contingency Contracting” by Elsworth Johnson III and others. The Assistant Secretary of the Navy for Research, Development, and Acquisition asked the group to research how contingency contracting officers can effectively operate in a joint environment (Johnson et al. 2005, 13). This paper focused on contracting operations in Pacific Command (PACOM) and Central Command (CENTCOM) and how combatant commanders (COCOM) can incorporate joint contracting operations into the planning process. Some of the conclusions reached by the research group included the need for contracting personnel to play a key role in developing the Contingency Contracting Support Plan (CCSP) for a given contingency. Additionally, they identified a need at the COCOM level for a Joint Contingency Contracting Command (JCCC) that would have authority over each service’s contracting personnel. This research focused at the joint

level and did not address contracting operations at the tactical level. Although it is important that contracting is part of the deliberate planning at the COCOM level, it cannot address the specifics at the tactical level due to the vast differences that exist across the battlefield. What is pertinent for one area of operations might not be relevant in another. Additionally, by retaining authority over the contracting officers at the JCCC, the tactical commander loses the ability to leverage contracting operations in his mission planning if there is a disagreement between the JCCC and the tactical commander. The JCCC should set the guidelines, the left and right range limit if you will, via the CCSP to provide the tactical commander freedom to operate within those guidelines using contracting capabilities on the battlefield to meet his intent.

The MBA professional report “Analysis of the Contingency Contracting Support Plan within the Joint Planning Process Framework” by Michael Anderson and Gregory Flaherty, presents a similar argument. It recommends including contracting officers in the Joint Planning Cell (JPC) and establishing the CCSP as a separate annex in the operations plan (OPLAN). While both are valid arguments, the first issue comes at a cost. Placing contracting officers in the JPC takes contracting manpower away from the tactical and organizational commander. Today’s logisticians, regardless of service component, must embrace contracting operations, as it will continue to be a source of support for the military in contingency operations. The CCSP, although required, does not need a separate annex in the JCP, but rather needs to be included in the logistics annex from the joint level OPLAN to the tactical commander’s operations order. Logisticians must

incorporate contracting into the overall concept of support, as it is just one of the many tools available to support the soldiers on the battlefield.

Mark Terry addresses contingency contracting at an organizational and tactical level in his paper “Contingency Contracting and Contracted Logistics Support: A Force Multiplier.” In the paper, he breaks down contingency contracting into the different categories similar to that of JP 4-0. He also addressed issues for the commander when dealing with the implementation of contracting operations in a contingency environment. Some of these concerns include force protection, command, and control; issues that commanders must understand to fully integrate contracting capabilities into the ongoing operations.

He also discussed the interrelationships between the commander and the contractor through both the contracting officer and the contracting officer’s representative. Only the contracting officer had the authority to direct the contractor to make changes in their operations. This was not a capability the commander had unless it was specifically outlined as such in the statement of work. This article highlighted the relationship between the commander, the contracting officer and the importance of the statement of work and the difficulties that arose in that relationship. However, similar to the Anderson and Flaherty article, much of the focus was on the LOGCAP and only touched briefly on the theater support contractors.

In the Association of the United States Army Landpower Essay Series, “Contractors on the Battlefield”, Dr. Charles Shrader provided a brief history of the Army’s use of contracting operations for logistical support from 1776 to present day. It

discussed the Army's use of contractors through the major United States conflicts to include the Revolutionary War, the Civil War, World Wars I and II, and Desert Shield and Desert Storm.

In the essay, Dr. Shrader explained the difficulties that the Army experienced when using contracting operations to provide logistical support. One such issue was the lack of quality control and the management of contracts during the 1700s when the Army received rations that were of poor quality and in other instances, vendors worked with each other to raise the prices to increase their profits. He discussed additional problems in the 1800s and the lack of control over and discipline of the vendors providing the contracting support. In one instance, the poor contracting support resulted in over 800 deaths and 150 desertions (Shrader 1999, 4).

Moving into the twentieth century, Dr. Shrader discussed contracting operations playing a major role in the Vietnam War and the emergence of system support contractors providing technical support for some of the more specialized equipment, such as the helicopter. This was in addition to the use of contractors to provide logistical life support for the deployed units. However, just as in the military conflicts of the 1700 and 1800s, the Army struggled with the command and control of the contractors, as well as adapting doctrine and Army procedures to accommodate contractors on the battlefield.

Dr. Shrader highlighted that it was in the 1990s that the Army established the LOGCAP as a way to integrate contracting support with military operations. It can be argued that this is where the delineation between external and theater support contractors took place. LOGCAP brought about the use of US businesses, such as Brown and Root

Services Corporation and DynCorp, to manage large logistical support contracts for the military in contingency operations.

Dr. Shrader did highlight throughout his essay that although contracting support was critical throughout the US's military history and improvements were made over the years, there were still present day problems with the integration of contracting support and military operations. One issue he raised was the lack of knowledgeable personnel in the complexities of contracting operations within the military and there must be a push to expand the knowledge base no only in breadth but in depth across the Army. Additionally, the problems of command and control of contracting personnel historically has been an issue and will probably be so in the future.

In the end, Dr. Shrader's essay focused on LOGCAP and external theater support contractors rather than theater support contractors. He did, however, argue that contracted support would continue in future military operations and that the military must integrate these contractors into the military operations. But, he challenged the military to find a way to integrate these contractors in such a way as "to use them with maximum effectiveness and least cost" (Shrader 1999, 13).

These are just a few examples of current publications dealing with contingency contracting. While many of these provide adequate information about specific categories of contracting, specifically LOGCAP, they do not cover the full spectrum of contingency contracting. Additionally, those references that look at the planning portion of contingency contracting focus at the joint level and not at the operational or tactical level where those plans are executed.

## CHAPTER 3

### RESEARCH METHODOLOGY

The purpose of this chapter was to outline the research methodology used to answer the primary research question as well as the secondary questions. The types of research used to gather data fell into three categories: study of the organizational structure of the military about contracting, both current and proposed; article research; and use of a questionnaire.

The first category was the review of current Army briefings on changes in the structure and staffing of contingency contracting. Additionally, MTOEs and TOEs were reviewed to identify changes at the tactical unit level concerning contingency contracting personnel. The changes in tactical unit MTOEs were reviewed first. Each year's MTOE for both the division support command and the brigade support battalion was reviewed for changes that affected contracting support capabilities. Once a change was determined to affect contracting support, it was then reviewed to determine if this change would provide better contracting support for tactical units. Additionally, recent Headquarters, Department of the Army (HQDA) and similar level briefings were reviewed for proposed additional changes in contracting support to include the TOEs for the Army Field Support Brigade. With the increasing amount of changes the Army has made in the past few years, the author made every attempt to obtain the most recent changes that affected contingency contracting.

The second research methodology was article research. This methodology was used to answer the questions of what type of control measures were used during

contingency contracting operations and what additional control measures were needed. Although many of the articles looked at contingency contracting at the joint or strategic level, it was the contracting officers and contracting cells at this level that drafted, published, and implemented the policies and guidelines for contingency contracting officers at the tactical level.

This research methodology was also used to answer the secondary question of who are the personnel and organizations involved in the contingency contracting process and what was their value added. Again, there needed to be an understanding of the organization and policies at the strategic-joint staff levels and their impact on the tactical organization conducting contracting operations.

The third category, data from the questionnaire, provided the most significant data for the analysis. Four different questionnaires were sent to various military personnel who dealt with contingency contracting in Iraq and Afghanistan. Each questionnaire had slightly different questions based on the target audience. There four questionnaires targeted four groups: contingency contracting officers, division staff officers, brigade and battalion staff officers, and battalion commanders. All four questionnaires centered on the individuals' experience in contingency contracting and their lessons learned and what they would do to improve the process from their point of view. The four different questionnaires provided data on how to improve the process, but they provided data from the aspect of those who requested contracting support, those who staffed contracting requests and those who actually executed the contracting process.

The following paragraphs described the methodology the author intended to use to answer the secondary questions of this thesis. These questions formed the basis by which the primary question was answered. Focusing on the research methodology of the secondary allowed the author to make the necessary deductions to answer the primary question.

The first question was: What are the different categories of contracting operations available to the tactical commander? The review of the most recent military publications, both joint and army publications, answered this question. It described the three types of contractors along with descriptions of the different types of contracting operations they each performed. This description of the three types of contractors was echoed throughout all of the military publications including Army field manuals (FMs) and joint publications (JPs).

The next question was: Who are the players in contingency contracting operations and what do they add to the process? The review of regulations, articles, as well as feedback from the questionnaire provided the answer to this question. It was intended for the reader to have a basic understanding of who they should expect to work with when conducting contingency contracting. This focused at the tactical level, specifically the staffs of the brigade combat team and the division.

The author reviewed current articles, regulations, standard operating procedures, and results from the questionnaire to answer the question, What control measures are needed to set up an effective contingency contracting program? The intent was to provide with not only those control measures imposed by headquarters above the tactical level,

but what control measures could be established at the tactical level to ensure the quality of contingency contracting. By implantation of such control measures, units provided better support to their unit and soldiers.

The next question was, What can units do to better prepare themselves for contingency contracting operations in a deployed environment? The collection of data from the questionnaires answered this question. Specifically, the collection of data from all four questionnaires was used as it provided input from four different viewpoints and provided an unbiased answer to this question. This provided a list of steps units could use in preparing and training for a future deployment where they would use contracting operations to provide necessary sustainment.

The next question was, What are some of the lessons learned at the tactical level in dealing with Contingency Contracting Operations? The compilation of the four questionnaires provided the answer for this question. The subjects who provided their input gave insight to those situations that had a significant effect on their involvement in contingency contracting. These were not the day-to-day operations of contingency contracting, but rather a significant event, situation, or environment that either improved or hindered their contracting operations.

The question, What are the options for procuring supplies and services from local nationals? was answered by reviewing regulations and procedures as well as the feedback from the questionnaires. The intent was to provide the reader with the different options available to them for the procurement of supplies and services in a deployed

environment. By providing different ways for procurement of supplies and services, the authored provided the reader with different options based on the units needs.

The following question was, What changes is the Army making with modularity to provide contingency contracting capabilities at the tactical level? The review of the changes in the military's organization concerning contingency contracting and current briefing for future changes provided the answers for this question. The author reviewed the previous, current, and proposed contracting structure the Army has implemented in order to provide contracting support to deployed units. The author made every attempt to obtain the most current information when answering this question with the understanding that the future structure could still change.

The final question was, Can contingency contracting operations be used in nation building? The author drew the answers for this question from the questionnaires as well as articles. The intent was to theorize the implications of contingency contracting operations on the military operations and how contracting can have a positive impact. This theory was suggested based on previous articles that hinted to this fact but did not propose it outright.

## CHAPTER 4

### ANALYSIS

Chapter 4 was designed to answer not only the primary question, but also the secondary questions as well. In fact, chapter 4 focused more on the answering of the secondary questions as they led to the eventual solution of the primary question. In this chapter, the author used the data gathered from the various sources to provide the analysis in order to answer each secondary question. Each secondary question was analyzed and answered independently of the others; however, parallels between questions were drawn as appropriate.

First, the author looked at the different types of contracting operations available. The author reviewed the revised military publications. Specifically FM 4-0 defined the three categories of contracting operations: systems support contractors, external theater support contractors, and theater support contractors. In any contingency deployment, soldiers should see all three types of contractors working amongst their units augmenting or replacing soldiers who provided CS and CSS support.

Systems support contractors were those contractors that conduct a very specific type of service, typically associated with a system employed by the military, such as the AH-64 Apache helicopter. The contractors provided technical guidance in the maintenance of the aircraft. The contractors had trained and deployed with the units and were sometimes seen as part of the unit. This type of contract support was very evident with the development of the Stryker combat wheeled vehicle. When the units received the

vehicles, they received contractors to maintain the Stryker vehicle. These contractors later deployed with the unit to provide the same service in Iraq.

External support contractors were those contractors which came from outside the theater to provide supplies and services for the deployed forces. One of the more familiar group of external theater support contractors were those individuals working for Kellogg, Brown, and Root (KBR) who provided base camp life support in areas, such as Iraq and Kosovo. Many of these contractors were United States ex-patriots as well as third country nationals (TCNs) working for a company, like KBR, doing such work as construction, electrical work, operating dining facilities, and other similar basic life camp support services.

Theater support contractors were contractors from the local vendor base that provided a limited amount of goods and services that are needed immediately and were not already being supplied by other means. These contractors provided services, such as small construction, projects as well as trash removal and chemical latrine servicing in smaller operating bases where external support contracts did not provide this service. These contractors arrived for work each morning and went home at days end. Units were only responsible for these contractors when they were providing their specific service. Once the contractors left for the day, they were responsible for their own security, food, and lodging.

Tactical commanders were able to control and influence the theater support contractors more than the other two types of contractors. The theater contractors worked based on a specific unit requirement that was unique to that unit and was under the

direction, command, and control of that unit. Typically, one person or a section was in charge of the contractors making sure they were meeting the requirement as set forth by the statement of work. If the contractor was not performing to standard, the unit simply contacted the contracting office and corrective measures were taken. In comparison, the external support contractors typically worked on a much larger contract that encompassed multiple units or in such cases as Kellogg Brown and Root, an entire theater of operation. These types of contracts were managed more at the operational level. Additionally, the statements of work that defined the roles and responsibilities of the external support contractors was a very broad statement of work that was used regardless of the unit's location or mission. Units that requested changes to these statements of work waited for some time to see the changes take effect and in some instances, the units had already redeployed to their home station when the new statement of work was published. This drawn out process was at times very frustrating as commanders and staffs never saw the changes based on their requests.

The situation was similar when comparing systems support contractors to theater support contractors. The systems support contractors usually worked under a large contract that encompassed many units. One example is the contract to maintain the series of Stryker combat vehicles. The Army issued one contract to Integrated Contract Logistic Systems (ICLS) for the servicing of these vehicles but it applies to all of the Stryker vehicles at the various units. ICLS only worked on the Stryker vehicles and did not work on any other vehicle fleet. Additionally, the contractors were assigned to specific units and would not go to work for other units that did not have the Stryker vehicles. The

difference in this instance was that system support contractors provided very technical services that were specific to a system and would not deviate or provide other services.

By understanding the different types of contracting support available to deployed units, the next step was to look at the different staff sections that played a vital part in the contracting process. In looking at this, the author focused on the contracting support from theater support contractors or in other words, local national vendors.

While this also focused on the tactical level, there were important factors from the joint level that had an impact at the tactical level. In one report by Johnson and others, they made the recommendation for the establishment of a Joint Contingency Contracting Command (JCCC) that would provide contracting guidance to the tactical units in the form of the Contingency Contracting Support Plan (CCSP). This recommendation would allow one commander the ability to command and control all contracting operations in a specific theater and provide the necessary guidance for contracting operations regardless of service from which the contracting officer came. One potential issue was the possibility of the guidance being prescriptive and not allowing the tactical commander the freedom to implement contracting operations within his area of operations and synchronize it with ongoing military operations (Johnson 2005, 131-132).

Similarly in a report by Anderson and Flaherty, they recommended incorporating contracting officers at the joint level during the joint planning process when the CCSP is established. They even went so far as to recommend the establishment of a separate annex that covered contracting support. While it is imperative to ensure contracting operations are included in the planning process, the use of contracting officers on a staff

and not conducting contracting is a misuse of a valuable resource that could be used to support units and soldiers. Additionally, if contracting support is given its own annex, it separates a logistical function from the rest of the logistical operations found in the logistics annex. What were needed are multifunctional logisticians who understand contracting operations and incorporate such capabilities in the joint planning process. The plan they produced would provide enough guidance for the contracting officers to operate but not be too prescriptive to hinder their operations based on their various tactical situations.

At the tactical level, there are many staff officers, to include the brigade and division level, who were integral to the contingency contracting process. They formed a team whose job was to ensure the best contingency contracting support possible. In all instances, they added an increased level of expertise to the group and contributed to the process. Where one staff section was lacking in knowledge, the other section was able to make up that shortfall. In some instances, there were concerns that the integration and use of these different staff sections increased the time it took to process a contract request, but any delays in the process were kept as short as possible while ensuring the best contracting support possible.

The contingency contracting officers were at the center of the contingency contracting operations. However, they did not enter the process as described here until the end. They were responsible for writing and putting a contract out for bid. They were the only individuals who could, by law, enter into a contract. Likewise, they were the only individuals who could terminate a contract if the vendor was not meeting the

expectations as outlined in the contract. The contracting officers had a lot of responsibility with the ability to commit to a contract with a vendor.

The G4 staff, specifically the G4 Supply and Services (G4 S&S) section served as the major hub for contracting requests. This section was responsible for receiving all contracting requests and tracking them through the majority of the contracting process. The G4 S&S had to build a database to track all the requests submitted. In the process of 6 months, it was estimated the G4 S&S received and processed over 700 contracting requests. Once the G4 received the requests from the units, they staffed the request to the appropriate staff sections, e.g. construction requests to the engineers, automation requests to the G6, etc, for their review of the request. Once the other staff sections reviewed and made their recommendation for the approval of the request, it then went to the lawyers, if needed, for their review. After this, the request went to the approval authority for the final approval of the request. Once approved the G4 S&S section then submitted the request to the comptroller for funding, who in turn turned the request over to the contracting officers so they could put the contract out for bid.

The division G1 was included in the contracting process to monitor any unit requests for items that fell under the category of morale, welfare and recreation (MWR). The G1 was responsible for monitoring the MWR program for the division. They reviewed such requests to ensure there was not already a plan in place to provide that same service or item for the requesting unit. This ensured there was no duplication of effort or wasting of money while providing the unit with what they needed.

The division comptroller was the staff officer who managed the division's budget and committed funds to contract requests. If there was not enough money available to the division, the comptroller had to fund those approved requests based on the division's priorities while requesting additional funding from the higher headquarters. Probably the most difficult aspect was projecting future costs in order to secure funding for the next period. Working with the G4 and the subordinate units, the comptroller worked to identify upcoming projects that had not been submitted or were already in the contracting process, but had not been submitted for funding. This process occurred about once a month and the ability to better anticipate the next month's requirements made the contracting process much easier.

The finance unit played a key role in the contracting process, but their involvement was at the end of the process. Once a contract was completed and the services or supplies provided, the contracting officers provided the vendor with the appropriate paperwork showing completion of the contract which the vendor took to the finance unit for payment for the services or supplies provided. While the finance unit was not involved until the end of the process, they had to work closely with the comptroller and the contracting office to ensure they had enough funds to payout the contracts that were in place. This required the finance unit to maintain a large reserve of cash to be able to cover these requests. The other area the finance unit assisted in was providing the cash for the pay agents for the field ordering officer purchases to cover the costs incurred by the field ordering officer. On a regular basis the pay agent had to reconcile their account with the finance unit.

The engineers added a great amount of expertise to the group, specifically in the area of statements of work and construction. The contracting officers who had to write the contracts used the statements of work provided by the unit who submitted the contracting request. In many instances, units were submitting statements of work that were insufficient, specifically the detailed construction data that is not only key to ensuring the right end product, but ensures the end product meets important safety requirements to safeguard the soldiers. Once the capabilities of the engineers were fully identified, a contract request for construction was not approved until the engineer design section reviewed and approved the statement of work. The engineers also maintained the contract for concrete barrier materials. These barriers were used throughout the divisional area of operations for force protection. The engineers worked with the company who fabricated the barriers and ensured there were enough barriers in production to meet future requirements, as well as prioritized which unit received barriers in upcoming deliveries based on the priorities set by the division. This was a major task in itself as the need for barriers across the division was non-stop and vital to the force protection of the soldiers.

In the same fashion as the engineers, the G6 staff section provided input on any contract requests for information automation systems, as well as communications requests. Like the engineers, the G6 reviewed any request for this type of equipment. They made sure that any automation or communication system purchased was compatible with the systems currently in place. This was extremely important as the risk of purchasing commercial, off the shelf, equipment that did not work with the current

systems in place was very real. Had a unit purchased that type of equipment, it could have cost twice the amount to integrate it into the current systems or worse, it could not be used at all. Both instances would have resulted in the waste of money and manpower. By including the G6 staff in the review process, it ensured units received good, compatible equipment.

The Judge Advocate General's staff section also played a part in the contingency contracting process. They reviewed contract requests to ensure they were within the laws of contracting regulations. This was done mainly by ensuring the justification for the contracting request was sound and would stand up to the scrutiny of any audit. While the legal staff did not look at all of the requests, they did look at any request that was sent to higher headquarters for approval. They also ensured that any contracts they reviewed followed the priorities set by the division commander.

The contracting office representative (COR) played a key role in the contracting process. Any unit who received services or supplies through a contract had a contracting representative. This individual was the eyes and ears of the contingency contracting office. They ensured the vendor provided the services or supplies in accordance with the specifications outlined in the contract. If the contract called for concrete and the vendor provided asphalt, it was the responsibility of the COR to notify the contracting office of the problem. While the COR was not empowered to fire vendors, only contracting officers could do that, they played a key role in that process. The COR provided valuable feedback to the contracting office about the abilities and performances of the vendors. Their input impacted if a vendor was used for future contracting requests. While this was

not considered the most glamorous job, this was a job that needed a person who was very responsible, paid attention to detail, and represented the unit and the contracting office as well. The CORs were appointed by the contracting office through which they were provided with the scope and limitations of their responsibilities.

The Division Property Book Office (DPBO) was an integral part of contingency contracting, but was not involved in contract requesting process. They were involved after the contract for equipment and property was completed. The DPBO was responsible for accounting for the property by placing the newly purchased equipment on the unit's property books, which listed all of the real property and military equipment that a unit had. The DPBO was not involved if the purchase was for consumable supplies or services, but if a unit purchased items such as air conditioning units or furniture for offices, the DPBO recorded such transactions.

Now that the author has explained the different staff groups involved in contingency contracting, what were some of the control measures that these staff sections put in place in order to set up effective contingency contracting operations? The beginning of an effective contingency contracting program at the tactical level started with, in this case, the division staff providing clear guidance to their subordinate brigade and battalion units. This included representatives from the comptroller's office, the finance unit, and the contingency contracting office. One important staff representative that must be included is the division's logistic staff officer, the G4. They synchronized the information and provide written guidance either in the form of a policy letter or in the form of an operations order that was used in a deployed environment for disseminating

information to units. Also in this information was the process used for submitting the requests and a list of primary points of contacts. This guidance had to be synchronized by the staff sections described above and approved by the senior commander or chief of staff. This guidance established the control measures for the contingency contracting program.

This initial information included such details as who had what level of approval authority for contract requests. The approval authority level was based on specific dollar amounts. Other information included a list of items in which the approval authority for the purchase of these items was held at the chief of staff level. These items included construction requests; automation and communications systems; and Morale, Welfare, and Recreation (MWR) type items. The list of items was important so the responsible staff sections reviewed the requests to ensure they were in line with current priorities or met specific standards needed to ensure units could use such items. In addition to the items that required Chief of Staff approval, the division's higher headquarters had their list of items that could only be approved at their level, such as rental vehicles.

Next was the selection of the section responsible for receiving, reviewing, staffing, and processing all of the contracting requests. In the instance of the First Infantry Division's deployment to Iraq, this responsibility fell on the shoulders of the division's G4 office. It was their responsibility to be the initial single point of entry for all contract requests. It was also their responsibility to track all requests throughout the contracting process.

In order to prepare for this task, they needed to devise a tracking mechanism for all of the requests. Two types of programs were considered, one, a spreadsheet program, and the other a database program. It was decided that the database program was the best for this task as it allowed the users to input more data per field as well as update records as contract requests progressed through the systems. Regardless of the type program used, each request had to have a unique tracking number that all the staff sections and units referred to as the contract moved from units and sections within the command. In this instance, document numbers were established using the units' Department of Defense activity address code (DODAAC), the current Julian date, and a number to differentiate requests submitted on the same day. It was found best to have the unit submitting the request establishes the document number; however, there were times when a request was received with no document number and the staff had to establish one.

The G4 received the contracting request from the units which included the contracting request form, Department of the Army (DA) Form 3953 (Purchase Request and Commitment), a letter of justification, and a Statement of Work, if required. If the unit had not established a document number, the G4 assigned a document number to the packet and the request was entered into the tracking system. Once entered into the system, the requests were sent to the appropriate staff sections for their review and input. A staff section could not reject a request; they only recommended approval or disapproval of the request. If, however, the packet was insufficient the staff section worked with the units to complete the packet before it was submitted to the approval authority. Once approved at the proper authority level, the packet was then sent to the

comptroller for funding, who then submitted the packet to the contingency contracting office to establish the contract for the service or supply requested by the unit.

The establishment of one committee that affected the division's contingency contracting operations was the Forward Operating Base Coordination Agency (FOBCA), which was chaired by the Assistant Division Commander for Support and the membership included the Division G4 section, the division engineers, division force protection officer, and the head of the contingency contracting office. The goal of this committee was to discuss future projects for the construction and improvements of the base camps in the division's area of operations. Included in this discussion was the prioritization of construction contracting requests within the division. This committee provided near term guidance for the contracting office, as well as the G4 staff, for current contract requests and provided long-term guidance that was shared with units and staff sections, as well as providing the division chief of staff an update on contracting issues. This committee met once a week; however, with the difficulties of traveling between forward operating bases, not all the members of the committee were able to attend every meeting.

With a program and process in place, the following were some of the tasks recommended that units could do in preparing to conduct contracting operations in a deployed environment. In reviewing the surveys, the response to this question was broken down into four separate groups. Each group provided feedback based on their unit and position, as well as their roles and responsibilities in contingency contracting operations. By looking at all of the responses as a whole, it provided a good starting point of what

units could do in order to prepare to conduct contingency contracting operations in a deployed environment.

Most of the surveys emphasized the importance of knowing how to correctly draft the request and outline the requirements. Unless a unit asked for a box of pens, they had to submit a clear and concise statement of work. One contracting officer stressed that unit requests included the following: who, what, when, where, how much, how long, how often (and to), and what standard (Bastion 2005, 1).

Additionally, units must understand how the contracting system works in the area to which they will deploy. If they are deploying to a new theater, they must have established their own process for requesting, submitting, tracking, receiving, and maintaining supplies and services through contingency contracting.

This was not only important to the units, but also to the staff officers as well. Staff officers at the brigade and division level must have their own processes established to manage contract requests, as well as published guidance, policies, and standard operating procedures prior to the units' deployment. What is even more important is ensuring their subordinate units have read and understand the procedures. Some survey respondents recommended training for key staff officers to include the units' primary logistics officers (S4), unit executive officers, as well as staff officers detailed to serve as garrison or mayoral officers (Lucius 2006, 2).

Initially, the division or brigade contracting officer or representative from the G4-S4 office needed to contact their counterparts who they were replacing. Commanders needed to include an officer, specifically one who would be a part of logistical

operations, during their predeployment site survey to obtain this data. In this instance, a division officer from the G4 section should be tasked to gather this critical information needed to conduct the training. They needed to collect all available information on the current contracting operations, such as contracting policy letters or standing operating procedures (SOP). If possible, they obtained a copy of the tracking system that they were currently using so the staff officers could become familiar with it and make any necessary modifications or improvements on the program. Lastly, the lead staff agency should publish an initial guidance, policy letter and SOP outlining the roles, responsibilities, procedures, and levels of authority for contracting operations. Once this is in place, the unit could then organize and conduct a contracting class for the units about to deploy.

This contracting class would provide the details units and staff officers required for conducting contracting operations. It would walk those key individuals through the contracting request process with the preparation and processing of the paperwork, to include the tracking mechanisms used by the staffs to manage contracting requests. One subject in particular that must be emphasized is the proper drafting of statements of work. The majority of people surveyed emphasized this as a critical skill needed for effective contracting support.

The SOW was the number one problem in submitting contracting requests. Units often found had to make numerous corrections and revisions to their statement of work before money was committed to the request. A unit submitting a contracting request for construction had to include the technical data and diagrams for that SOW. Units had to not only consider the electrical requirements for a project, but relate it in terms that a

local national understood in order to execute the contract as required. Where United States Army units described construction requirements in yards and feet, local nationals understood meters; units described wiring requirements using wire gauge while local nationals describe the same requirement using millimeters. Units constantly had to look at the SOW from the eyes of the local national.

Units sought out technical experts who provided the detail needed for a clear and concise statement of work. If there were no resident experts within their unit, neighboring units worked just as well. In one instance, units worked with the reservists from the construction engineer unit. These officers and noncommissioned officers (NCO), who were design engineers in civilian life, reviewed and edited construction SOW for units to ensure the requesting unit received what they required while making sure the design was technically safe and sound.

An additional class that was recommended was one for Contracting Officer's Representatives (COR) (Lucius 2006, 2). This class would focus on the scope and responsibilities of the COR. It would layout what the allowable type of interaction a COR could have with a vendor and what the process was in the event the COR needed the contracting office to get involved. This type of training would be focused at the battalion level, and if need be, at the company level as well. At the end of the training, the CORs would receive appointment orders from the contracting office so they could then immediately start working as a COR once they deployed.

A commander or executive officer cannot take the importance of identifying those individuals who will coordinate for contracting support lightly. They must select

personnel whose primary job is contracting. In the end, the brigade or division that is about to deploy should have already established a solid contracting network of individuals that includes battalion; brigade; and division-level personnel who are the lead staff officers and NCOs for contracting operations. Working with them should include the contracting officer's representatives who are trained and on orders. They should all have copies of the unit's standard operating procedures, policy letters, and examples of the paperwork required to submit requests, to include some generic statements of work that they can use as a template when drafting their own SOWs. Having such a program in place will help provide required support to the soldiers of those units.

Next, the author looked at feedback from individual surveys to see what were the lessons learned at the tactical level when conducting contracting operations. In reviewing the surveys, one of the most important lessons learned concerned the SOW. Both the contingency contracting officers and the staff officers remarked that all requests had to have a clear and concise statement of work. If a unit did not provide all the needed information and details, the unit's request took too long to process and was revised time and time again until the contracting officers and unit representative were satisfied with the contracting request.

In a deployed environment, unit requests ran the gamut and each request was specific to that unit's needs. A contracting officer could not just assume that what worked for one unit would work for the next. This is where the SOW became so important. Additionally, these contracting officers were experts in bidding, writing, and awarding of contracts; they were not experts in construction, plumbing, electrical work, or

understanding the technical aspects of computers and communications equipment. They relied on the SOW to provide them the technical jargon when it came to putting a contract out for bid. A unit's request for a building with four walls and a roof with no other specifications was bound for failure the minute it was submitted.

While contracting officers were not experts in the technical trades, neither were the staff officers developing and submitted the contracting requests. What units had to do was identify those individuals who had the knowledge. Reservists whose civilian job was as a construction worker or a computer specialist were invaluable in providing the technical guidance to units.

Another lesson learned was the use of one tracking system that all the staff sections used to update and track the progress of contract requests. The problem the 1st Infantry Division had was the G4, comptroller, and finance office each used their own system to track the progress of a contract request. If there was one system that each section can access through a central server, it would have made the process much easier. In using three different systems, there were problems in transposing document numbers from one system to another. When units called to get an update, they were sometimes told that the request was not in the system because one number was mistakenly changed when copying the document number. Additionally, if one section is responsible for tracking and providing updates to the units, they have the most up to date status from the comptroller and contracting office. This way, units only need to call one section to get the most up to date info instead of calling to three different sections trying to find the latest status. In order to make this system work, the responsible sections, more specifically the

G4, comptroller, and contracting office had to develop the program together to ensure all the fields that they need were included in the tracking program, whether it be a spreadsheet or database program.

Another lesson was that of garrison procedures versus procedures used in a deployed environment. The staff sections that reviewed the contracting requests could not reject requests because they were not perfect. Additionally, asking units to bring original type paperwork instead of scanning and electronically mailing the information puts units at needless risk driving between operating bases. If a staff officer could make a correction by lining out the error and inserting the correct information, they needed to do exactly that to allow the request to go forward without delaying the request. Also, if there were missing items, units were allowed to fax, scan, or electronically mail the missing information instead of driving or flying to the appropriate operating base to deliver the needed information. Again, this ensured units were not putting soldiers on the road, risking their safety needlessly (Sheehan 2006, 1).

One issue that took units some time to adjust to was that of dealing with, in this case, the Iraqi culture. Units were used to the on-time deliveries and prompt response from vendors in the United States and Europe. In many instances, units and staff officers were often upset by what was perceived as a lack of professionalism by the local vendors. While some of this was attributed to the Iraqi culture, much of it was due to the threats the vendors received from Anti-Iraqi Forces (AIF) or terrorists because the vendors were working with the United States Military and the coalition. There were instances in which the units contacted vendors to complain about a missed shipment only to find out that the

vendor's employees were threatened, kidnapped, or even killed. In one such instance, when a vendor was contacted to discuss the delays in delivering containerized housing units, the vendor relayed a story of a letter sent to the company from a terrorist organization threatening all of the employees of the company for assisting the US military (see figures 1 and 2 for a copy of the letter and the corresponding translation). The vendor was working with the employees and hiring additional drivers to complete the delivery. Understanding the dangers that the local vendors put themselves in by helping the US military was eye opening and gave the staff officers and units a better appreciation for what these individuals were risking to better themselves and their country.

As such, units needed to understand that contracting requests do not get fulfilled overnight. One contracting officer noted, "Generally speaking, units 'wait until the last minute' to submit their requirement(s). When units 'throw a requirement over the wall' to have it executed, undue pressure and unrealistic expectations are often the result. This is further exacerbated when the requirements are poorly defined" (Bastion 2005, 1). Units had to do the research in defining their requirements and understand that the contracting process took time. The more effort they put into defining the requirements and projecting the requirement ahead of time, the better product they received. Units also needed to understand that contracting is the last resort for the procurement of supplies. Before submitting a request for contracted supplies, a unit needed to exhaust the regular supply system or have a requirement that the regular supply system could not provide (Bastion 2005, 1).

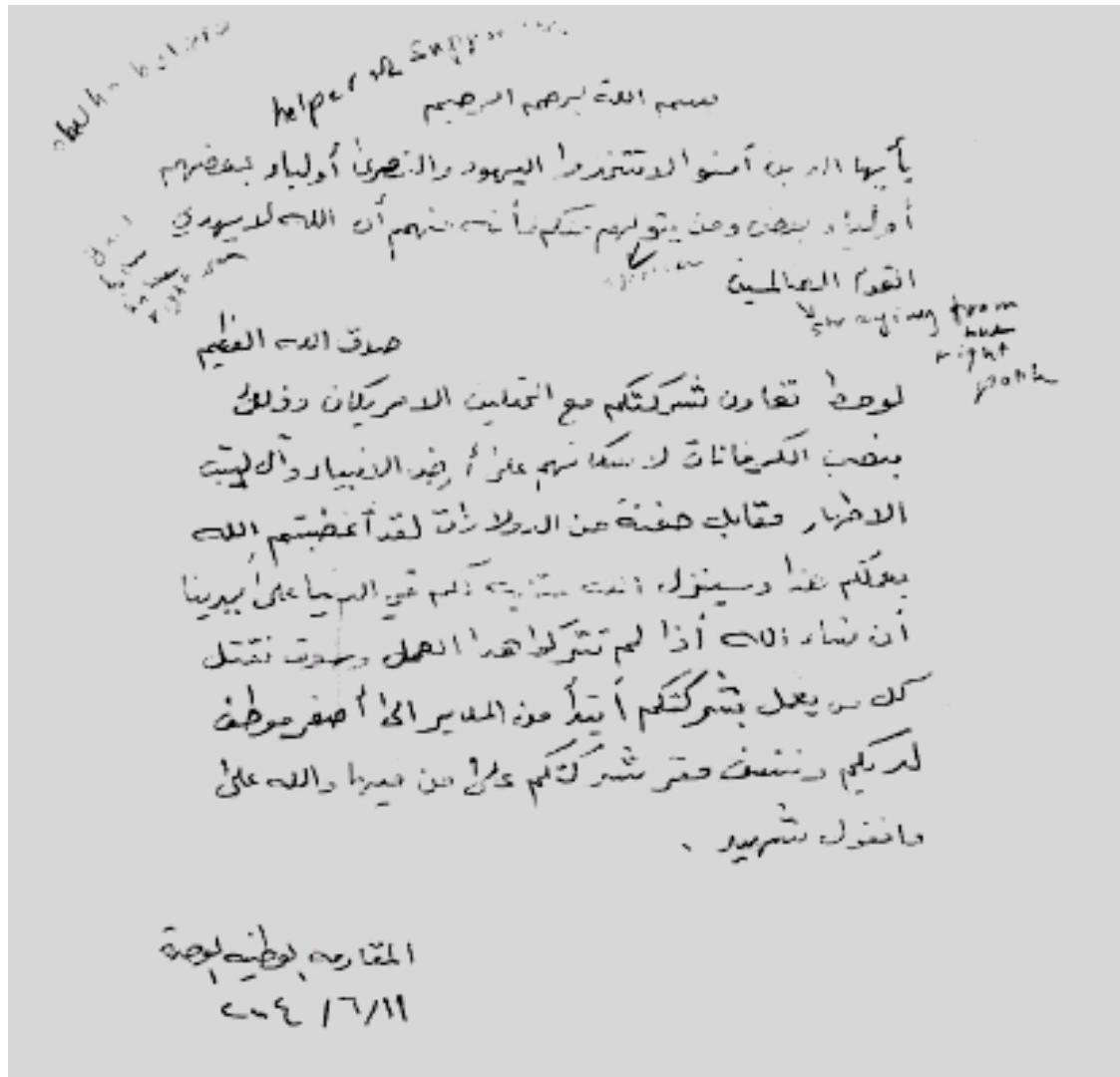


Figure 1. AIF Letter to a Vendor

Source: the National Unity Resistance letter to a local Iraqi vendor, 11 June 2004

In the name of Allah the beneficent and Merciful

(O you who believe in God do not take the Jews and the Christians as helpers or supporters, and who sponsor them is from them. God will stray them from the right path.)  
God is the truthfulness

We recognize that your company has cooperated with the American invaders and that by building trailers for housing them on the Prophet's land, and the land of the prophet Mohammed's family, in exchange of few Dollars, in this deed you made God angry, and we will obey God's will by punishing you in this life, if you do not leave this job we will kill every one who works in the company starting with the president to the lowest employee , and God is the witness.

The National Unity Resistance  
06/11/04

Figure 2. Translation of the Letter

*Source:* the National Unity Resistance letter to a local Iraqi vendor, 11 June 2004

Another issue that units needed to take into account was that of receiving the supplies. A contracting officer noted that “when a service or supply was requested, little thought was provided concerning monitoring the service or ensuring the supply that was delivered met the standard” (Lucius 2006, 2). In Iraq, the front gate often contacted the unit to notify them of a delivery of supplies from a vendor. If the unit just sent any able-bodied person to sign for and pick up the supplies, the unit ran the risk of receiving the wrong supplies or supplies that did not match the specifications the unit required. However, because someone signed for the equipment, the vendor was no longer held accountable for that delivery and had to be paid in accordance with the contract. The same was with any service that a unit requested; someone who was knowledgeable with the specifications of the contract had to conduct quality control to ensure the unit received the service for which they were paying.

The staff officers who work at the brigade and division level had the responsibility of prioritizing contracting requests in accordance with the commander's guidance. However, there were times when two requests were similar in priority and the staff officer had to make the decision on which request was higher priority and then defend that decision. To help with this decision, the staff officers had to visit the units at their operating bases to fully understand their situation (Torgerson 2005, 1) It made prioritizing requests much easier for the staff officer and the supported units had more respect for the decision made knowing the staff officers took the time to visit their locations.

An important issue was that of units who made unauthorized commitments. In this situation, a person who was not authorized made a contractual commitment to a vendor. This had the potential to cause serious problems for the contracting office, the vendor, the unit, and the person who made the unauthorized commitment. Simply put, because contracting operations is governed by Federal Acquisition Rules, the person who made the unauthorized commitment could be financially liable for the entire cost of the contract. The contracting officer had to complete a request to ratify the contract and submitted to the appropriate approval authority for further action. This took the contracting officer away from working on contract requests for other units whose requests were then delayed. The vendor who provided the services or supplies may not be willing to work with the unit in the future due to such problems. Additionally, the unit then faced the problems of having to go back and review previous contracts to ensure other unauthorized commitments were not made. The unauthorized commitments caused

too many problems and staff officers whose job is contracting operations must keep from making a potentially very costly mistake.

Lastly, contingency contracting needed to be incorporated with more than just the logisticians and engineers. A critical tie in was with the G3 or S3 staff responsible for current and future operations for that division or brigade. If the staff responsible for contracting operations was a part of the planning process, they were able to better anticipate future requirements and share that information with the contracting community. If the contracting personnel were not included, any requirement was provided to the contracting officers last minute who had to drop what they were working on to focus on the new priority for the unit. Units had to take into account future contracting requirements as a result of future operations and ensure those responsible for executing contracting requests were included in the planning process (Reynolds 2005, 1).

Having looked at what units need to do to set up their contracting operations and reviewing the lessons learned, the next question was what options were available to units who did not want to use contracting for procuring supplies and equipment. There were a couple of options available to units for the purchase of goods and services that did not meet the requirements for an established contract. The two options were using a Field Ordering Officer (FOO) with a Pay Agent or using the International Merchant Purchase Authority Card (IMPAC), which is similar to a credit card. These two options were available to allow units to purchase low cost supplies and non-recurring services.

The IMPAC card was normally used to purchase supplies from vendors outside the theater of operations such as the United States or Europe because there were very few

vendors in theater who had the ability to accept the card. In some instances, the resource managers deactivated the cards for this very reason when the unit deployed. It was not until later that procedures were established for using the cards. A unit had a limitation as to what they could purchase, as well as the cost of the purchase. Units were not allowed to purchase any item that was readily available through the supply system and could not purchase such items as ammunition and food. Additionally, units were not able to exceed a dollar threshold of \$2,500 for a single purchase. There were, however, problems with using the card to purchase items. The biggest issue was shipping the items into the theater of operations. There were some commercial shipping companies available, such as DHL and FEDEX, but the costs to ship into a combat zone were very expensive. Often units could not purchase the item because in many instances the cost of shipping exceeded the \$2,500 limit. In some instances, units had the items shipped to their unit at home station, who then shipped the items to their unit in theater using military transport systems or through the military's postal system. Because of these limitations, the IMPAC card was used, but on a very limited scale.

The program most used as an alternative to contracting was that of the Field Ordering Officer (FOO) and the Pay Agent (PA). The FOO and the PA were trained and on appointment orders and had the ability to make purchases similar in type to those allowed with the IMPAC card. The difference was their ability to pay the vendor in cash. The FOO was responsible for arranging for the purchase of the supplies from a local vendor while the PA was responsible for the actual paying of the vendor for the supplies they provided. The pay agent and the field ordering officer could not make a purchase

without the other. On a regular basis, the FOO and the PA had to clear their accounts with the contracting office and finance office before receiving more funding for additional purchases.

Both the IMPAC credit card and Field Ordering Officer and Pay Agent programs provided a system that allowed units to make small, non-recurring purchases with relative ease. FOOs and PAs allowed units to interact with local vendors and stimulate the local economy. By using a variety of vendors, FOOs encouraged competition among the vendors while providing the best value to the units. With regards to the IMPAC program, it allowed units to purchase small items that were not available from the local vendors, but the price did not warrant the use of a contract. By using both of these programs, it allowed the contracting officers to concentrate on the larger, more complicated purchases.

The Army is currently undergoing the transformation of the active Army, National Guard and Reserve forces in order to make a more deployable and self-sustaining force. Contingency contracting has always been a part of the Army's structure and will continue to be included as the Army restructures the units. The author looked at what the contingency contracting operations structure looked like prior to transformation and what were the latest changes.

The initial contingency contracting support for tactical commanders resided in the logistical brigade called the Division Support Command, specifically in the Division Materiel Management Centers (DMMC) (See figure 3).

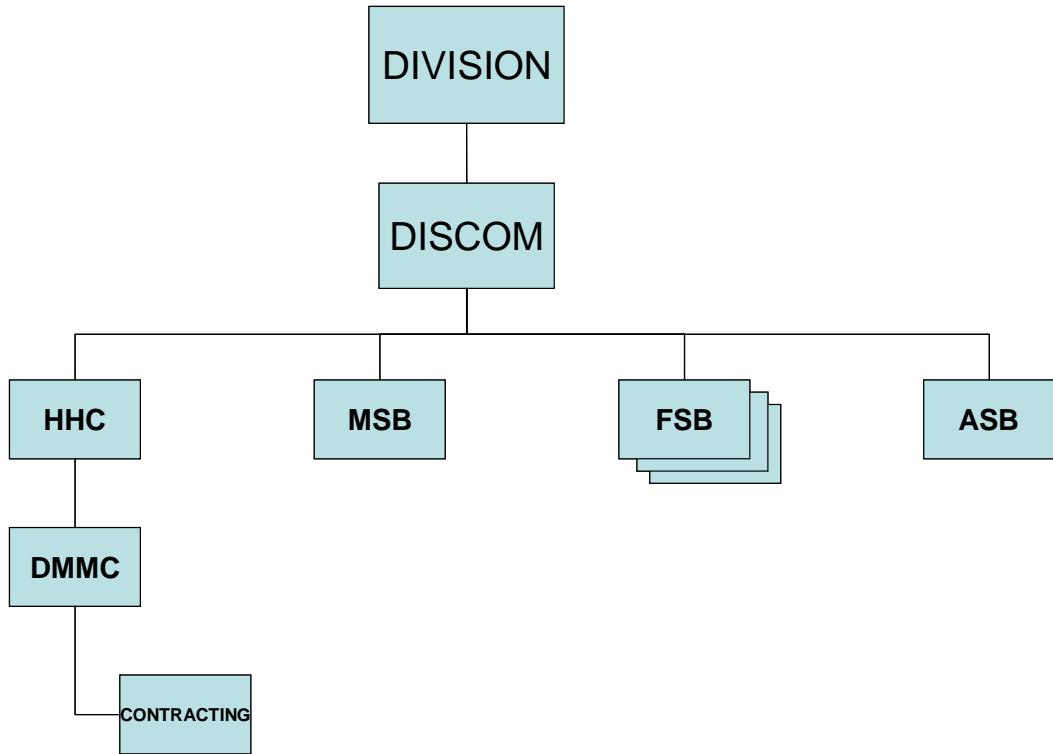


Figure 3. Division Support Command Structure

It was in this organization that the Army provided two contingency contracting officers. They were specifically assigned to the Division Materiel Management Office with the job of providing contingency contracting support for the division. This was a logical location for these two officers as the roles and responsibilities of the DMMC were to serve as the commodity managers for all of the required supplies for the division. The contracting officers assisted in procuring needed supplies that were not readily available through the military supply channels. Although it was a good plan, these positions went unfilled and the contracting officers were not available to the divisions. In some instances, such as that in United States Army Europe (USAREUR), the contracting officers were consolidated and worked in regional contracting offices providing

contracting support on an area basis. They still provided contracting support to the division, but they, along with other contracting officers, provided support to other units in that region. When it came time for the division to deploy, they did not receive contracting officers to fill those empty positions within the DMMC, but rather received contracting support from whatever contracting officers were assigned to the contracting office that worked in that area.

With the Army's change in structure and the modularity of units, the issue of contingency contracting officers was addressed. The Army's move to modularity focused on a self-sustaining BCT that could be deployed without the need for attaching a myriad of units that the BCT habitually required to operate. The unit that provided the logistical support, the BSB, was increased in size to provide supply, services, maintenance, transportation, and medical support. Within the BSB was the Support Operations Office, whose role was to coordinate all the logistical needs for the BCT's units. It was within this office that the Army assigned two contingency contracting officers to provide the contracting support required by the BCT (see figure 4).

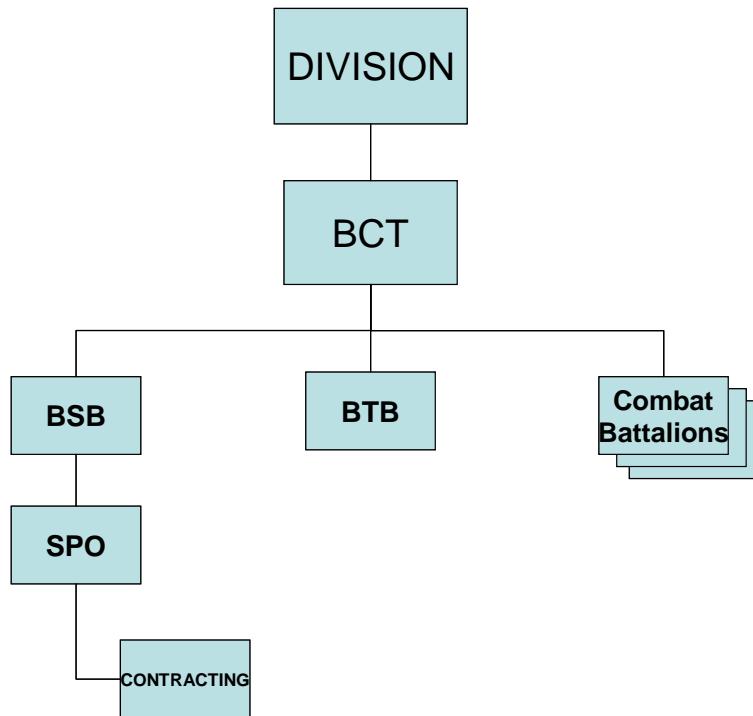


Figure 4. Brigade Combat Team Structure

These two contracting officers were the same in rank and number as the contracting officers assigned to the DMMC before the Army's transformation to modularity. Again, this was a logical location for these contracting offices because, like the DMMC, the support operations office managed all of the logistical support for the BCT. If a unit submitted a request that could not be satisfied through the normal logistical channels, the contracting officers procured the item through contracts.

There were many advantages in assigning the contracting officers directly to the BCT. Once assigned, these officers developed a strong working relationship with the units they supported. They became an integral part of the logistical team who supported the BCT. If the BCT was directed to deploy, the contracting officers took part in the predeployment training with the BCT as opposed to showing up as an augmentee just

prior to the deployment or joining the unit in the area of operations. It was during this predeployment training that the contracting officers trained key staff personnel and established those techniques, procedures, and policies even before the units left their home station. It was this type of continuity and training that many of the individuals surveyed described as a definite must have when discussing the lessons learned in contingency contracting.

The Army started to implement this plan; however, it was not the final plan for the restructuring of the contingency contracting force in support of Army operations. The latest plan, still pending final approval, was the establishment of contingency contracting battalions under the command of the Army Field Support Brigades. Each contingency contracting battalion has contingency contracting teams who are capable of deploying independently in order to provide contracting support to a maneuver unit or on an area basis. This process took the contingency contracting officers assigned to the support operations office in a BCT and assigned those officers to a theater-level support brigade. This provided greater flexibility for the contracting officers in that they could deploy with a BCT providing direct support or they could deploy and join other teams to provide a greater area contracting capability. Additionally, the contingency contracting worked with the division planning staff to draft the contracting support plan and incorporate it into the division's operations plan.



## CONTINGENCY CONTRACTING

### Proposed Contingency Contracting Force Structure Modular Teams

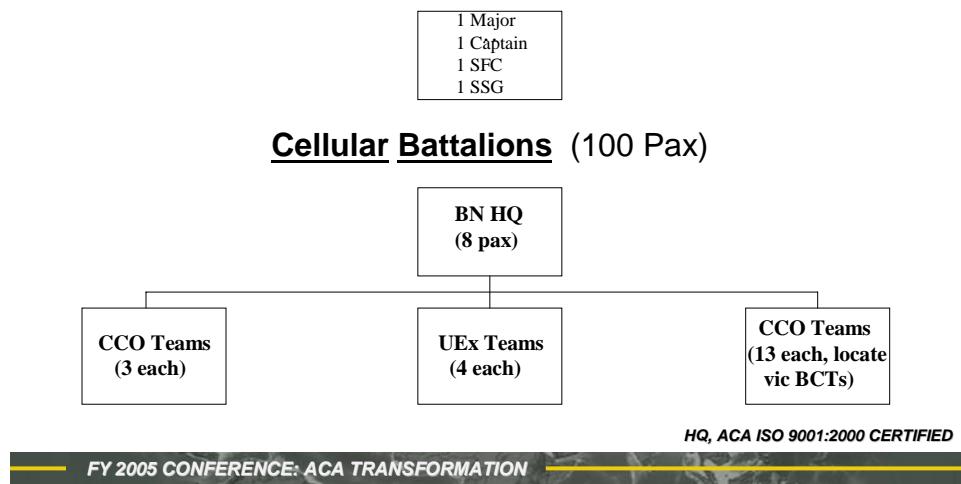


Figure 5. Proposed Contracting Battalion Structure

One of the issues raised was the personnel turnover of contracting officers in theater. It was not unlikely to see a contracting officer serve in a deployed contingency contracting office for less than 180 days, only to be replaced by another contracting officer who had to learn the procedures and become comfortable with the work environment. This was very distracting for the units as they built working relations with the contracting officers only to have to start from the beginning when there was a turnover of officers. When the senior contracting officer rotated out, the new officer set new procedures and rules that the units had to adapt to in order to submit contracting requests. In some instances, units learned of the new procedures only when their contracting request was rejected by the contracting office.

Finally, the author looked at contingency contracting and the role it has played in the current global war on terrorism, as well as counterinsurgency operations currently conducted by military forces in Iraq and Afghanistan. In this analysis, the author theorized on the strategic impact of contingency contracting at the tactic level.

Without a doubt, units used contingency contracting as a part of nation building whether they realized it or not. By providing money and employment opportunities to the local people in the area, they made an impact in the rebuilding of a nation, even if it was only at the local level. It can be theorized that contingency contracting is a combat multiplier in counterinsurgency, full-spectrum operations. Major General (MG) Peter W. Chiarelli and Major Patrick R. Michaelis described in their article “Winning the Peace: The Requirement for Full-Spectrum Operations,” there are three constituencies within a region in which there is a counterinsurgency. MG Chiarelli used the situation in Iraq and described these three groups as terrorists, fence sitters, and those who support the coalition and government. In figure 6, the combat operations by the coalition forces and the training and employing of security forces swayed the fence sitters to support the coalition and government in a best case scenario. However, the worst case scenario increased the support for the terrorist organization (see figure 6).

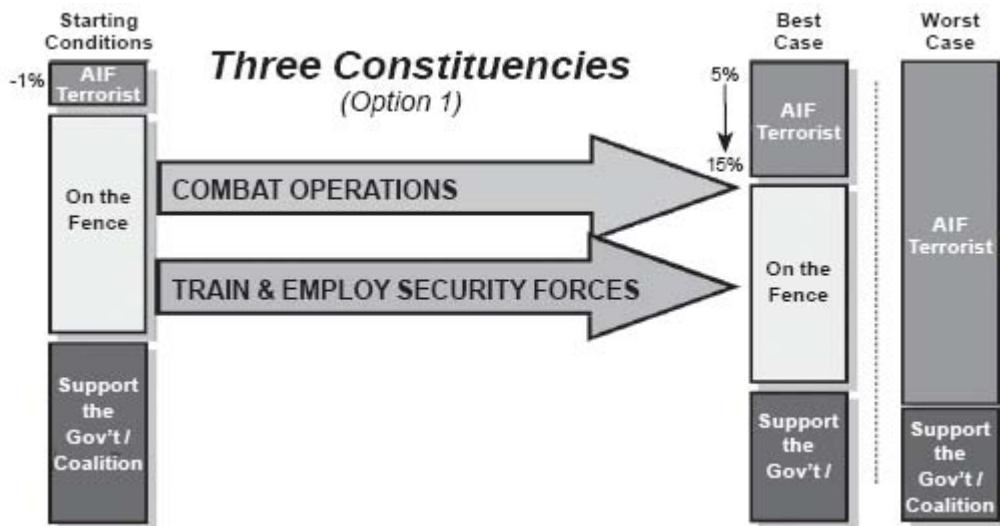


Figure 6. MG Chiarelli's Worst Case Scenario

In figure 6, there is only a slight increase in the support to the government, but at the same time an increase in the support to the terrorists as well. What was needed was the introduction of additional operations to include restoration of essential services, promotion of governance, and economic growth. With these additional operations, MG Chiarelli predicted the sway of fence sitters to the support of coalition and government to be much greater and therefore a successful full-spectrum, counterinsurgency operation. These looked at the macrolevel, the operational and strategic level of the warfare. Zooming in closer to the tactical level, the Army BCT or Marine equivalent, operating in a much small area, their use of contingency contracting can have the same impact on the fence sitters in swaying them away from the terrorist cells and toward those supporting the coalition and local government. Contingency contacting officers employ the local populace to provide needed services for the coalition forces. Contingency contractors employ newly founded local businesses to repair and provide needed services to the local

populace. Fence sitters who were at one point in time, not sure who to support, find themselves restoring and improving essential services and promoting economic pluralism at the microlevel. They have provided support to their family and friends and are now in favor of the local government and the coalition (see figure 7). The pool that the terrorist used to pull from is now dried up. As a local Iraqi women once said “idle minds cause mischief” in describing the effect of unemployment and the increase in terrorist activity. What she said was, by keeping these young men employed can keep the insurgency activity at bay. The author does not suggest inserting a contingency contracting operation into his chart, but as you drill down to the restoration of public services and economic pluralism, contingency contracting is a tool that commanders can use to sway the fence sitters away from the terrorists and to the coalition and local government.

Finally, the analysis of the secondary questions led to the logical conclusion concerning how a tactical commander can use contingency contracting operations during full spectrum operations. The author showed that through a deliberate process of an established program and process that involved key personnel and staff sections, contingency contracting operations provided significant logistical support for that unit. Additionally, by using contingency contracting operations, how the tactical commander can influence the support of the local populace towards the coalition in a counterinsurgency operation, thereby limiting the resources and personnel available to the insurgent in their fight. Although not all totally inclusive, contracting, when coupled with additional counterinsurgency operations, provides the commander the ability to

conduct a full spectrum of operations to fight the insurgency and attain the goals and objects faster.

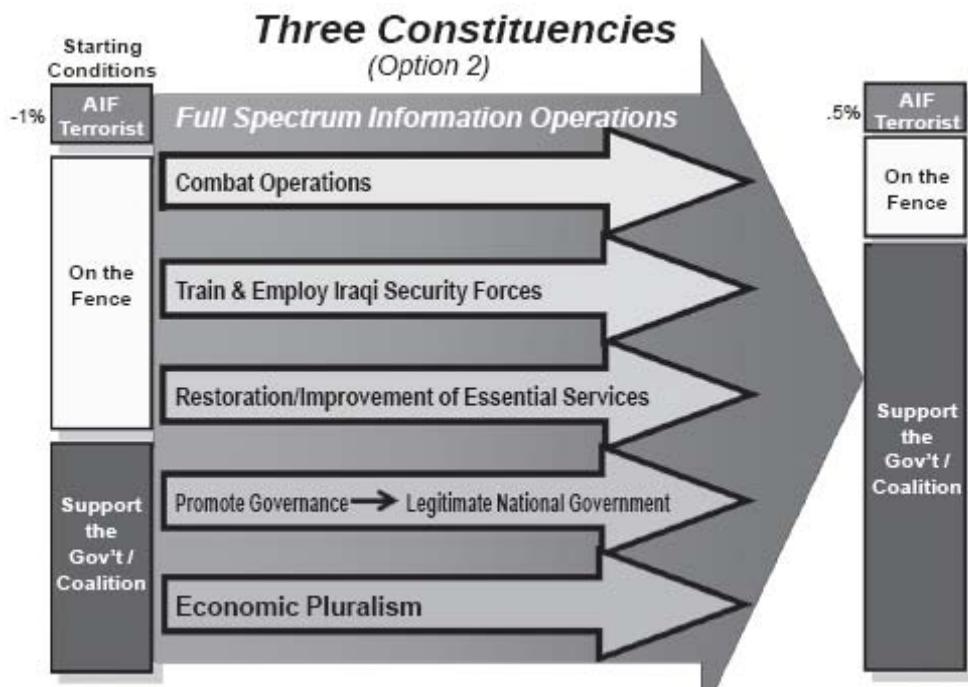


Figure 7. MG Chiarelli's Best Case Scenario

## CHAPTER 5

### CONCLUSIONS AND RECOMMENDATIONS

The purpose of this thesis was to present information on contingency contracting and how a commander was capable of using it in a tactical environment. The analysis in chapter 4 focused on the secondary questions that looked at the types of contingency contracting, who was involved in the contracting process, what units could do to prepare themselves for contracting operations in a deployed environment, and the lessons learned from those who were participated in contracting operations in Iraq and Afghanistan. It looked at what changes the Army has made in restructuring the contingency contracting support for tactical units. Finally, the thesis explored the possibilities of using contingency contracting operations as a part of nation building in full spectrum operations.

Based on the analysis of the data, specifically from the questionnaires, the use of contingency contracting operations and theater support contractors was a valuable tool for units operating in a deployed environment; however, there were many steps units could have taken to improve the contracting support they received.

Clearly, units needed to understand that contingency contracting encompassed a wide variety of contracting options to include the system support contractors and external theater support contractors, as well as the theater support contractors who provided logistical support in the form of supplies and services to the units. Additionally, there was the use of field ordering officers as an option to contracting. By tapping into these

resources, units were able to procure services and supplies that were not readily accessible through the normal military supply channels.

Units had to understand the contracting process and who was involved. Equally important was the ability for units to define the requirements, specifically the statements of work. Those units that succeeded were the ones that looked for technical expertise to help with the process. Additionally, supporting staffs with clear guidance and processes ensured contracting requests were submitted in a timely manner to ensure support to the requesting units.

The changes that the Army has and continues to make are an attempt to provide responsive contingency contracting support to the units. There was a disagreement in who the contractors worked for and who they should work for in the future. The dominant line of thought was to establish a contingency contracting team that could deploy with the brigade combat team. The contracting team was to deploy in support of the brigade for six months.

This short deployment could cause significant issues for the support units. If the brigade was deployed for a year, they would have to integrate two teams and potentially three teams into their operations. With this rotation of contracting teams there is a significant loss of continuity, not only for the contracting office, but for the supported units as well. If the new teams make changes to their procedures, units then have to change their operations that they have been used to for the past 6 months.

With the changes the Army has made to contracting support and the newest changes still pending, a further research topic should include an analysis of the final new

structure. A case study created using the contingency contracting operations in Iraq and Afghanistan, as well as other areas in which contingency contracting is playing a role. The case study would have to look at contracting operations from the perspectives of both the supporting and supported organizations.

Another topic for further research could be the long-term impact of contingency contracting operations in full-spectrum operations. Can contingency contracting be used to not only support the deployed units, but as counterinsurgency operations or stability and reconstruction operations? The author hypothesized that this took place in Iraq. A case study could look at the operations in Afghanistan and Iraq over a period of time to see if there was a direct correlation between theater support contracting and counterinsurgency operations.

This thesis showed the importance of contingency contracting operations and how it impacted tactical operations at the brigade and division level. It recommended contracting procedures and the personnel who must be involved in the process. Additionally, it looked at problems that have occurred in the past based on input from those involved in contracting operations in Iraq and Afghanistan.

The Army, through transformation, has taken the contingency contracting officers away from the command and control of the tactical commander by establishing the contracting battalion that worked under the Army Field Service Brigade. As a result, contracting officers would not work with their supported units prior to their deployment, to include predeployment training. Additionally, the contracting officers would not be included in the predeployment planning process, providing input to the logistical

community as how to conduct contracting operations, as well as establishing the procedures for those operations. By including contracting officers from the time of notification of deployment, through predeployment planning and training, and for the entire deployment, the contracting teams would have synchronized their operations will all of their supported units making it much easier to provide needed support to the soldiers.

Contingency contracting operations have been a part of the military since the American Revolution and will continue to be a part of future military operations. The tactical commanders must ensure they incorporate contracting operations into their predeployment planning to build a strong contracting team and the right procedures and programs are in place prior to deployment. Contingency contracting can provide essential services and support to units and soldiers in an austere environment making the hardships of a deployment easier. In the fight against an insurgency, commanders can incorporate contingency contracting operations into counterinsurgency operations possibly resulting in units redeploying home earlier than expected.

## APPENDIX A

### QUESTIONNAIRES

#### Division Staff Officers Involved in Contingency Contracting

1. How did you prioritize contract requests?
2. What were some of the common mistakes units made when requesting contingency contracting support?
3. When would you recommend the use of Field Ordering Officers instead of contingency contracting to your units?
4. If you could give contingency contracting advice to a unit about to deploy, what would it be?

What was your position/job title when you dealt with contingency contracting?

To what unit were you assigned?

Where were you deployed?

What were your dates of your deployment?

Can I use the information that you provided in my thesis?

#### BCT Staff Officers Involved in Contingency Contracting

1. What internal manpower did you have to commit to contingency contracting operations and was this an additional duty?
2. What were some of the distractions in dealing with contingency contracting?
3. What were some of the benefits in dealing with contingency contracting?
4. How did you interact with local national contractors?
5. How did you use contingency contracting to support soldiers?

6. How did you incorporate Field Ordering Officer/Pay Agent and the contingency contracting as a form of resupply operations?

7. If you could give contingency contracting advices to a unit about to deploy, what would it be?

What was your position/job title when you dealt with contingency contracting?

To what unit were you assigned?

Where were you deployed?

What were your dates of your deployment?

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### Contingency Contracting Officers

1. What were some of the common mistakes units made when requesting contingency contracting support?

2. How did you prioritize requests?

3. How did you use contingency contracting to support soldiers?

4. What additional training do units need once they arrive in country?

5. How best can units use contingency contracting, Field Ordering Officers/Pay Agents and IMPAC Credit Cards to obtain supply and services for their units?

6. If you could give contingency contracting advice to a unit about to deploy, what would it be?

7. What would you do to improve the system in order to provide the units the best support?

What was your position/job title when you dealt with contingency contracting?

To what unit were you assigned?

Where were you deployed?

What were your dates of your deployment?

Can I use the information that you provided in my thesis?

### Commanders

1. As a commander, were you able to leverage contingency contracting operations to better accomplish missions, improve relations with spheres of influence, and/or free up combat power?

2. Can contingency contracting be used in asymmetric warfare to combat an insurgency?

3. How does contingency contracting support stability and reconstruction operations?

What was your position/job title when you dealt with contingency contracting?

To what unit were you assigned?

Where were you deployed?

What were your dates of your deployment?

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